

**DEPARTMENT OF THE TREASURY
FEDERAL LAW ENFORCEMENT TRAINING CENTER
GLYNCO, GEORGIA 31524**

FLETC DIRECTIVE (FD)

NUMBER: 35-03

Subject:

DATE: 09/25/95

Sunset Review: 09/25/98

GIFTS AND BEQUESTS

1. PURPOSE. This directive promulgates the policies and responsibilities governing the acceptance by the Director, Federal Law Enforcement Training Center (FLETC), of gifts and bequests and their subsequent use by the FLETC.
2. SCOPE. This directive applies to any gift offer made to the FLETC directly, or through a FLETC employee, by an individual or public/private company or organization. This gift directive does not apply to:
 - a. Supplies or equipment received from other Federal Agencies;
 - b. Supplies or equipment provided by vendors for the purpose of evaluation;
 - c. Gifts made to individuals, which are covered under the Standards of Conduct for Government Employees, and applicable Treasury and FLETC supplements; or
 - d. Gratuitous instruction services provided by guest instructors which are covered under the FLETC Handbook, "Procedures for Procuring Guest Instructional Services."
3. CANCELLATION. FD 35-03, Gifts/Bequests, dated February 8, 1990, is superseded by this directive.
4. AUTHORITY. The FLETC's annual appropriations act specifically provides the FLETC with authority to accept gifts of services and to accept and use gifts of real and personal property.
5. Generally, gifts/bequests shall not be solicited. However, the Director may authorize the establishment of formal programs (general in nature and not targeting any particular individual or organization) under which volunteer services may be accepted. Requests for services or other gifts from specific individuals or organizations may be made only with the express approval of the Director after consideration of any potential conflicts or appearances of conflicts, of interest associated with such requests. Such

requests should be submitted to Legal Counsel for ethical and legal review prior to being submitted to the Director.

6. POLICIES.

a. Only the Director, FLETC, or his designee, may accept gifts and class bequests/legacies on behalf of the FLETC. A gift includes any form of consideration having value; e.g., cash, piece of property/equipment (including loaned or donated equipment), or any service.

b. Before a gift of service may be accepted, the person or persons providing the service must provide a signed "Gratuitous Services Agreement" (Attachment) indicating that they are providing the service without any expectation of a fee or any other thing of value.

c. Planned uses for unconditional/conditional gifts and bequests must be reviewed and approved by the Director prior to any expenditure and/or obligation of funds related to their acceptance by the FLETC. Any change in the planned use of such funds must also be approved in advance by the Director.

d. FLETC staff will refrain from taking any action that would imply or give the appearance of endorsing donated material. Use of donated material or equipment shall not constitute or imply an endorsement of the donated product by the FLETC.

e. Unconditional/conditional gifts that will aid and facilitate work of the FLETC may be accepted. Gifts offered, subject to conditions, will be accepted only if the conditions do not unduly restrict or interfere with the work of the FLETC.

7. RESPONSIBILITIES.

a. An employee will, through the chain of command, notify their Office Director of any gift offer made to the FLETC.

b. An office director, after determining that acceptance of the gift will aid and facilitate the work of the FLETC, and after obtaining the Director's concurrence, shall request the potential donor to submit the offer in writing. The office director will forward the written offer to the Director, ADM, for review.

c. The Director, ADM, will:

(1) Review the written offer, with reference to the following considerations:

(a) Whether the donor has, or is seeking to obtain, contractual, or other business or financial relations with the FLETC;

(b) Whether the donor conducts operations or activities that could result in a real or apparent conflict of interest for the FLETC, the Department of the Treasury, and/or the United States;

(c) Whether the offer is, or appears to be an attempt to influence official actions; or

(d) Whether the circumstances surrounding acceptance of the gift give the appearance of, or implies, endorsement of the product.

(2) Forward the reviewed offer, along with a recommendation (using the action format) to accept or reject the gift, to the Director through the Legal Counsel and Deputy Director.

d. The Director will approve in advance the obligation and/or expenditure of gift funds. The Office of the Director will acknowledge acceptance or rejection of a gift offer in writing.

e. The Property Management Division will receive and hold gifts and bequests that are offered and approved as in-kind donations (produce or commodities). If the gifts are of such a nature as to be unusable by the FLETC, they shall be sold in accordance with Federal Property Management Regulations, and the funds shall be credited to the FLETC's Suspense account and moved to the Cash account when like items are purchased. Generally, such funds shall be committed to the project for which they were specifically donated or, if a project was not designated by the donor, to the purpose designated by the Director.

8. REPORTING REQUIREMENTS.

a. The Budget and Finance Division (BFD) shall establish a system of accounting that will provide the status of:

(1) Gift availability by project to include amounts provided, obligated, and disbursed on a quarterly basis; and

(2) Each gift of funds and each in-kind gift held/sold, reflecting value/amount received, date of receipt, and donor's name.

b. Information outlined in 7a(1) and (2) will be reported periodically, but at least

annually, to the Assistant Secretary of the Treasury (Management).

c. Requests for information from the Internal Revenue Service will be satisfied by BFD of the Office of Administration.

9. OFFICE OF PRIMARY INTEREST. Office of the Director.

Charles F. Rinkevich
Director

Attachment

E X A M P L E

GRATUITOUS SERVICES AGREEMENT

I, _____, wish to provide
_____ type of service) services for
the Federal Law Enforcement Training Center _____ (date)
from _____ to _____ (time). I understand that I will be
_____ (description of service)
at _____ (location).

I will provide _____ (description of
service) with no expectation of a fee or any other thing of value. I understand that by
signing this agreement I waive any form of compensation for my services and that this
agreement is binding upon my heirs, executors, administrators, and representatives.

Signature

Date